

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS Offeror To Complete Block 12, 17, 23, 24, & 30						1. Requisition Number SEE SCHEDULE		Page 1 Of 8				
2. Contract No. DAAE07-99-D-S006		3. Award/Effective Date 2004MAY13		4. Order Number 0172		5. Solicitation Number			6. Solicitation Issue Date			
7. For Solicitation Information Call: 			A. Name CATHERINE MILLER			B. Telephone Number (No Collect Calls) (586) 574-8022			8. Offer Due Date/Local Time			
9. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ADEX WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL  e-mail: MILLERCA@TACOM.ARMY.MIL			Code W56HZV		10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For  <input type="checkbox"/> Small Business <input type="checkbox"/> Hubzone Small Business <input type="checkbox"/> 8(A) NAICS: 336211 Size Standard:			11. Delivery For FOB Destination Unless Block Is Marked <input type="checkbox"/> See Schedule  <input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)			12. Discount Terms	
15. Deliver To SEE SCHEDULE			Code		16. Administered By DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60004-2451			Code		S1403A		
Telephone No.												
17. Contractor/Offeror CATERPILLAR INC. DEFENSE & FEDERAL PRODUCTS 100 N E ADAMS PEORIA, IL. 61602-1324			Code 11083		Facility		18a. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381			Code HQ0339		
Telephone No.												
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer						18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum						
19. Item No.		20. Schedule Of Supplies/Services  SEE SCHEDULE  (Use Reverse and/or Attach Additional Sheets As Necessary)				21. Quantity	22. Unit	23. Unit Price		24. Amount		
25. Accounting And Appropriation Data ACRN: AA 97 X4930AC9D 6D 26KB S20113 W56HZV								26. Total Award Amount (For Govt. Use Only) \$42,176.96				
<input type="checkbox"/> 27a.Solicitation Incorporates By Reference FAR 52.212-1,52.212-4,FAR 52.212-3 And 52.212-5 Are Attached. Addenda <input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.								<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.				
<input checked="" type="checkbox"/> 27b.Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda								<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.				
28. Contractor Is Required To Sign This Document And Return _____ Copies To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.						29. Award Of Contract: Ref. _____ Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items:						
30a. Signature Of Offeror/Contractor					31a. United States Of America (Signature Of Contracting Officer)							
30b. Name And Title Of Signer (Type Or Print)			30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) BRUCE W. RALEIGH /SIGNED/ RALEIGHB@TACOM.ARMY.MIL (810)574-4295				31c. Date Signed			
Authorized For Local Reproduction Previous Edition Is Not Usable								Standard Form 1449 (Rev. 4/2002) Prescribed By GSA-FAR (48 CFR) 53.212				

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

☐ Received ☐ Inspected ☐ Accepted, And Conforms To The Contract, Except As Noted: \_\_\_\_\_

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative		
32e. Mailing Address of Authorized Government Representative			32f. Telephone Number of Authorized Government Representative		
			32g. E-Mail of Authorized Government Representative		
33. Ship Number		34. Voucher Number	35. Amount Verified Correct For	36. Payment	37. Check Number
<input type="checkbox"/> Partial	<input type="checkbox"/> Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	
38. S/R Account Number	39. S/R Voucher Number	40. Paid By			
41a. I Certify This Account Is Correct And Proper For Payment			42a. Received By (Print)		
41b. Signature And Title Of Certifying Officer			41c. Date	42b. Received At (Location)	
				42c. Date Rec'd (YY/MM/DD)	42d. Total Containers

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-99-D-S006/0172 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 8
<b>Name of Offeror or Contractor:</b> CATERPILLAR INC.		

SUPPLEMENTAL INFORMATION

- Contractor is authorized to accelerate performance at no additional cost to the government.
- Inspection and Acceptance are at Source while FOB will be Destination. The address, POC, phone and fax numbers are as follows:  
  
Midwest Packaging & Container, Inc.  
9718 Forest Hills Rd.  
Machesney Park, IL 61115  
  
POC: Jackie Holman  
Phone: 815-633-6800  
Fax: 815-633-6968  
Cage Code: ODWW3
- The contractor must get inspector to sign off on the DD250 and then the contractor must fax a copy of the signed DD250 to Catherine Miller at 586-574-7235, if there is a problem please phone Ms. Miller at 586-574-8022. The contractor must get block 21 A of the DD250 form signed off before the Government Inspector leaves the plant.

\*\*\* END OF NARRATIVE A 001 \*\*\*

Name of Offeror or Contractor: CATERPILLAR INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																						
	SUPPLIES OR SERVICES AND PRICES/COSTS																																																										
0001	NSN: 4310-01-139-4814 FSCM: 11083 PART NR: 1W6473 SECURITY CLASS: Unclassified																																																										
0001AA	<u>PRODUCTION QUANTITY</u>  NOUN: COMPRESSOR,RECIPROCATING PRON: EH44E097EH PRON AMD: 01 ACRN: AA AMS CD: 060011  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE CLAUSE 52.211-4516 UNIT PACK: 1 INTERMEDIATE PACK: X LEVEL PRESERVATION: Military LEVEL PACKING: B  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <table><tr><td>REL CD</td><td>MILSTRIP</td><td>ADDR</td><td>SIG CD</td><td>MARK FOR</td><td>TP CD</td></tr><tr><td>001</td><td>W56HZV4127U476</td><td>W25G1U</td><td>J</td><td></td><td>1</td></tr><tr><td>DEL REL CD</td><td>QUANTITY</td><td>DEL DATE</td><td></td><td></td><td></td></tr><tr><td>001</td><td>9</td><td>21-JUL-2004</td><td></td><td></td><td></td></tr><tr><td>002</td><td>7</td><td>22-SEP-2004</td><td></td><td></td><td></td></tr></table> FOB POINT: Destination  SHIP TO: <u>FREIGHT ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001  <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-99-D-S006/0172  DOC SUPPL <table><tr><td>REL CD</td><td>MILSTRIP</td><td>ADDR</td><td>SIG CD</td><td>MARK FOR</td><td>TP CD</td></tr><tr><td>002</td><td>W56HZV4127U477</td><td>W45G19</td><td>J</td><td></td><td>1</td></tr><tr><td>DEL REL CD</td><td>QUANTITY</td><td>DEL DATE</td><td></td><td></td><td></td></tr><tr><td>001</td><td>16</td><td>22-SEP-2004</td><td></td><td></td><td></td></tr></table> FOB POINT: Destination  SHIP TO: <u>FREIGHT ADDRESS</u>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W56HZV4127U476	W25G1U	J		1	DEL REL CD	QUANTITY	DEL DATE				001	9	21-JUL-2004				002	7	22-SEP-2004				REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	002	W56HZV4127U477	W45G19	J		1	DEL REL CD	QUANTITY	DEL DATE				001	16	22-SEP-2004				32	EA	\$ 1,318.03000	\$ 42,176.96
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																																																						
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001	16	22-SEP-2004																																																									

Name of Offeror or Contractor: CATERPILLAR INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(W45G19) XR W390 RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V TPF GATE 44 BLDG 184 TEXARKANA TX 75507-5000  <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-99-D-S006/0172				

Name of Offeror or Contractor: CATERPILLAR INC.

CONTRACT ADMINISTRATION DATA

PRON/										JOB					
LINE	AMS	CD/	OBLG							ORDER	ACCOUNTING		OBLIGATED		
<u>ITEM</u>	<u>MIPR</u>		<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>					<u>NUMBER</u>	<u>STATION</u>		<u>AMOUNT</u>		
0001AA	EH44E097EH		AA	2	97	X4930AC9D	6D	26KB	S20113		W56HZV	\$	42,176.96		
	060011														
												TOTAL	\$	42,176.96	
SERVICE										ACCOUNTING		OBLIGATED			
<u>NAME</u>	<u>TOTAL BY ACRN</u>		<u>ACCOUNTING CLASSIFICATION</u>							<u>STATION</u>		<u>AMOUNT</u>			
Army		AA	97	X4930AC9D	6D	26KB	S20113			W56HZV	\$	42,176.96			
												TOTAL	\$	42,176.96	

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Name of Offeror or Contractor: CATERPILLAR INC.		

CONTRACT CLAUSES

	Regulatory Cite	Title	Date
1	52.246-2	INSPECTION OF SUPPLIES--FIXED PRICE	AUG/1996
2	52.211-4516 (TACOM)	PACKAGING REQUIREMENTS (SELECTIVE GROUP PACKAGING REQUIREMENTS)	MAR/2004

(a) Military preservation, packing, and marking for this contract shall be accomplished in accordance with the specific requirements identified below and all the applicable requirements of MIL-STD-2073-1, Revision D, Dated 15 Dec 1999 including Notice 1, Dated 10 May 2002.

- (1) LEVEL OF PRESERVATION: Military
- (2) LEVEL OF PACKING: B
- (3) QUANTITY PER UNIT PACKAGE: 001

(b) MIL-STD-2073-1, Appendix J establishes and defines codes used in describing military packaging methods and materials. The following codes from Appendix J apply:

- (1) Preservation Method Code: 42 (Table j.i. and j.ia.)
- (2) Cleaning Procedure Code: 1 (Table j.ii)
- (3) Preservative Material Code: 10 (Table j.iii)
- (4) Wrapping Material Code: GC (Table j.iv)
- (5) Cushioning and Dunnage Code: JC (Table j.v)
- (6) Thickness of Cushioning or Dunnage Code: X (Table j.vi)
- (7) Unit Container Code: ED (Table j.vii)
- (8) Intermediate Container Code: 00 (Table j.vii)
- (9) Quantity per Intermediate Container Code: AAA (Appendix J.4.11)
- (10) Packing Code: F (Table j.IX and J.IXa)
- (11) Special Marking Code: 00 (Table j.x)

(c) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage

(d) Marking:

(1) All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129P(2), dated 10 Feb. 2004, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

(2) Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. DVD shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin,

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Red River, Anniston). . Packing lists are required in accordance with the Standard, see paragraph 5.3

(3) Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".

(4) Computer Automated Transportation Tool (CATT). The following website provides detailed instructions for downloading and installing the Military Shipment Label/Issue Receipt Document (CATT MSL/IRRD) software that will generate a Military Shipping Label to include the required Code 39 and 2D(PDF417) bar codes on the label: <[http://www.asset-trak.com/catt/msl\\_irrd/mslirrdmain.htm](http://www.asset-trak.com/catt/msl_irrd/mslirrdmain.htm)> This program was developed by the Army and is free to those with government contracts. Two contractors have introduced a version of the MSL software that can be purchased by contractors. Both programs produce labels that appear to be in compliance with the requirements of MIL-STD-129P. Contractors are MILPAC (<<http://milpac.com/>>) and Easysoft Corporation (<<http://easysoftcorp.com/>>). Ensure that the ship to and mark for in-the-clear delivery address is complete including: consignees name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC.

(e) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

(f) These packaging requirements are intended to provide protection against environmentally induced corrosion and deterioration, physical and mechanical damage, and other forms of degradation during storage, multiple handling, and shipment associated with the military distribution system. The Government encourages contractors to submit requests for changes that will result in savings or improve the packaging. Please submit request for changes in accordance with the RFD clause of the contract. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing at contractors expense.

(g) Hazardous Materials(as applicable):

(1) Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

(2) Packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

International Air Transport Association (IATA) Dangerous Goods Regulations  
International Maritime Dangerous Goods Code (IMDG)  
Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49  
Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO  
. P4030.19/DLAM 4145.3 (for military air shipments)

(3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers. A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

(h) SUPPLEMENTAL INSTRUCTIONS: USE CAPS-MIL-C-5501 TO SEAL OPENINGS AFTER PRESERVATION

[End of Clause]

352.246-4005INSPECTION AND ACCEPTANCE POINTS: ORIGINFEB/1995  
(TACOM)

(a) Inspection and acceptance of supplies offered under this purchase order shall take place as specified herein. Inspection: ORIGIN Acceptance: ORIGIN

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-99-D-S006/0172 <b>MOD/AMD</b>	<b>Page</b> 8 <b>of</b> 8
<b>Name of Offeror or Contractor:</b> CATERPILLAR INC.		

(b) Origin inspection shall take place at the site specified below:

Midwest Packaging & Container, Inc.  
9718 Forest Hills Rd.  
Machesney Park, IL 61115

POC: Jackie Holman  
Phone: 815-633-6800  
Fax: 815-633-6968  
Cage Code: ODWW3

[End of Clause]

4                    52.247-48                    F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (DEVIATION)                    JUL/1995

(a) If this contract is awarded on an f. o. b. destination basis, and if transportation is accomplished by common carrier, parcel post, or other than common carrier, the Contractor agrees not to invoice until the supplies are shipped, and to retain the following evidence of shipment (EOS) documentation for a period of 4 years after completion of the contract.

(1) If transportation is accomplished by common carrier, the Contractor will retain a signed copy of the commercial bill of lading of the supplies covered by the invoice, indicating the carrier's intent to ship said supplies to the destination specified in the contract.

(2) If transportation is accomplished by parcel post, the Contractor will retain a copy of the mailing certificate, or

(3) If transportation is by other than common carrier or parcel post, the Contractor will retain the receipt copy of the appropriate delivery document showing receipt at the destination in the contract.

(b) Retention of the above EOS documentation and having the documentation available for subsequent review, if needed, eliminates the requirement to provide these documents with the Contractor's paper, or electronically transmitted, invoices.

[End of Clause]